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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE DOE,
Plaintiff,
vs.
YOUTUBE, INC.,
Defendant.

CASE NO. 4:20-CV-07493-YGR

**ORDER GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT;
GRANTING MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS; JUDGMENT**

Dkt. Nos. 114

The Court previously granted a motion for preliminary approval of the Class Action Settlement between plaintiff Jane Doe and defendant YouTube, Inc. on September 18, 2024. (Dkt. No. 112.) As directed by the Court's preliminary approval order, on October 22, 2024, plaintiff filed her unopposed motion for final approval of settlement, attorneys' fees, costs, and service awards. (Dkt. No. 114.) The Court held a fairness hearing on final approval of settlement on December 17, 2024. The Court **GRANTS** the motion for final approval and attorneys' fees.

Having considered the motion briefing, the terms of the Settlement Agreement, the objections and response thereto, the arguments of counsel, and the other matters on file in this action, the Court **GRANTS** the motion for final approval. The Court finds the settlement fair, adequate, and reasonable. The provisional appointments of the class representative and class counsel are confirmed.

The Motion for Attorneys' Fees and Costs is **GRANTED**. The Court **ORDERS** that class counsel shall be paid \$279,870.30 in attorneys' fees and \$32,524.00 in litigation costs.

I. BACKGROUND**A. Procedural History**

This is the second order granting final approval to the settlement in this case, and the Court assumes familiarity with this case's background. The Court previously granted preliminary and final approval in this action. (Dkt. Nos. 62, 63, 81.) However, as the settlement was being administered, the parties discovered additional putative class members that the parties intended to include in the initial settlement but who were inadvertently excluded due to an oversight. (Dkt. No. 102-1 at 2.) The parties then investigated the issue and now believe they have a complete list of additional putative class members who were omitted in the first round of settlement approvals. (*Id.*) This list encompasses 283 additional content moderators who performed work for YouTube in the United States during the period of January 1, 2016 to September 30, 2022. (*Id.*) Plaintiff, on behalf of the newly identified putative class members, and defendant have agreed to provide the additional content moderators with settlement payments equal to those received by the initially approved class members, with the same rights and remedies as the original class members. The Court granted limited relief from the initial final judgment in this case for the sole purpose of moving to approve a second supplemental settlement agreement with the 283 newly identified putative class members. (Dkt. No. 109.) The Court then preliminarily approved the new settlement agreement adding the previously excluded class members. (Dkt. No. 112.)

B. Terms of the Settlement Agreement

Under the terms of the Settlement Agreement, defendant will pay \$932,901.01 into a common settlement fund, without admitting liability. This amount includes attorneys' fees and costs, and the cost of class notice and settlement administration.

1. Attorneys' Fees and Costs

Under the Settlement Agreement, plaintiff's counsel agreed to seek up to 30% of the common fund amount of \$932,901.01, resulting in \$279,870.30 in attorneys' fees and no more than \$32,524.00 in litigation costs.

1 **2. *Class Relief***

2 After deductions from the common fund for fees, costs, and service incentive awards,
3 approximately \$3,296.47 will be distributed to each participating class member. Class members will
4 be paid equally on a per capita basis. The Agreement provides that no amount will revert to
5 defendant.

6 **3. *Cy Pres/Remainder***

7 The Settlement Agreement provides that after 90 days, any funds from any unredeemed
8 checks will be paid to the *cy pres* recipient, the International Society for Traumatic Stress Studies.
9 In exchange for the settlement awards, class members will release claims against defendants as set
10 forth in the Settlement Agreement at section 6.

11 **C. *Class Notice and Claims Administration***

12 The Settlement Agreement is being administered by Verita. Following the Court's
13 preliminary approval and conditional certification of the settlement, Verita provided notice to the
14 class members via email and mail.

15 The Class Administrator also established a settlement website (the "Settlement Website") at
16 <https://contentmoderatorysettlement.com/>, including the settlement notices, the procedures for class
17 members to submit claims or exclude themselves, a contact information page that includes address
18 and telephone numbers for the claim administrator and the parties, the Settlement Agreement, and
19 the signed order of preliminary approval. In addition, the motion for final approval and the
20 application for attorneys' fees, costs, and incentive awards were uploaded to the website after they
21 were filed. The Class Administrator also operated a toll-free number for class member inquiries.

22 Class members were given until November 26, 2024, to object to or exclude themselves from
23 the Settlement Agreement. Out of 283 total class members, no persons filed timely requests to opt
24 out of the Settlement Class.

25 **II. *FINAL APPROVAL OF SETTLEMENT***

26 **A. *Legal Standard***

27 A court may approve a proposed class action settlement of a class only "after a hearing and
28 on finding that it is fair, reasonable, and adequate," and that it meets the requirements for class

1 certification. Fed. R. Civ. P. 23(e)(2). In reviewing the proposed settlement, a court need not address
2 whether the settlement is ideal or the best outcome, but only whether the settlement is fair, free of
3 collusion, and consistent with plaintiff's fiduciary obligations to the class. *See Hanlon v. Chrysler*
4 *Corp.*, 150 F.3d at 1027. The *Hanlon* court identified the following factors relevant to assessing a
5 settlement proposal: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and
6 likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial;
7 (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the
8 proceeding; (6) the experience and views of counsel; (7) the presence of a government participant;
9 and (8) the reaction of class members to the proposed settlement. *Id.* at 1026 (citation omitted); *see*
10 *also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004).

11 **B. Analysis**

12 **1. The Settlement Class Meets the Prerequisites for Certification**

13 As the Court found in its order granting preliminary approval and conditional certification of
14 the settlement class herein, the prerequisites of Rule 23 have been satisfied purposes of certification
15 of the Settlement Class. (See Dkt. No. 112 at 3.)

16 **2. Adequacy of Notice**

17 A court must "direct notice [of a proposed class settlement] in a reasonable manner to all
18 class members who would be bound by the proposal." Fed. R. Civ. P. 23(e)(1). "The class must be
19 notified of a proposed settlement in a manner that does not systematically leave any group without
20 notice." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982). Adequate
21 notice requires: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to
22 apprise the Class members of the proposed settlement and of their right to object or to exclude
23 themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate,
24 and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable
25 requirements of due process and any other applicable requirements under federal law. *Phillips*
26 *Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Due process requires "notice reasonably
27 calculated, under all the circumstances, to apprise interested parties of the pendency of the action
28 and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Tr.*

1 *Co.*, 339 U.S. 306, 314 (1950).

2 After the Court expressed initial concerns with the long-form notice form, the parties
3 proposed and the Court approved an updated notice form. (Dkt. No. 112 at 5.) The Court found the
4 parties' updated notice procedures provided the best notice practicable and was reasonably
5 calculated to apprise Class members of the settlement and their rights to object or exclude
6 themselves. (Dkt. No. 112 at 4.) Pursuant to those procedures, the Class Administrator carried out
7 that program. (Dkt. No. 118-1 ¶ 2.) The Class Administrator reports that notice was received
8 electronically by over 98% of the class. (*Id.* ¶ 6.) On October 17, 2024, a single postcard Summary
9 Notice was mailed to 281 Class Members. Prior to mailing, the address was checked against the
10 National Change of Address (NCOA) database maintained by the United States Postal Service
11 (USPS); certified via the Coding Accuracy Support System (CASS); and verified through Delivery
12 Point Validation (DPV). A total of 46 addresses were found and updated via NCOA. (*Id.* at ¶ 7.)

13 Based upon the foregoing, the Court finds that the Settlement Class has been provided
14 adequate notice.

15 **3. *The Settlement Is Fair and Reasonable***

16 As the Court previously found in its order granting preliminary approval, the *Hanlon*
17 factors indicate the settlement here is fair and reasonable and treats class members equitably
18 relative to one another. (Dkt. No. 112 at 4.)

19 The reaction of the class was overwhelmingly positive. The Court received no objections
20 and no opt-outs as of the November 26, 2024 deadline. “[T]he absence of a large number of
21 objections to a proposed class action settlement raises a strong presumption that the terms of a
22 proposed class settlement action are favorable to the class members.” *In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) (citation omitted); *see also Churchill Vill.*, 361 F.3d at 577 (holding that approval of a settlement that received 45 objections (0.05%) and 500
23 opt-outs (0.56%) out of 90,000 class members was proper).

24 In its preliminary approval order, the Court approved the proposed plan of allocation.
25 (Dkt. No. 112 at 4.) That plan is the same as what the Court previously approved, preiliminarily
26 and finally. (*See* Dkt. Nos. Dkt. Nos. 62, 63, 81.) The Court finds the plan of allocation to be fair

1 and reasonable and to treat class members equitably and therefore approves that plan of allocation.

2 **4. *Objections***

3 No individuals submitted objections.

4 **5. *Other Findings***

5 The parties provided the required notice to federal and state attorneys general under the Class
6 Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b). (Dkt. No. 114 at 10.) Defendant sent CAFA
7 notice on September 27, 2024. (*Id.*) On December 29, 2024, parties submitted a notice confirming
8 that no objections or responses have been received within the 90-day statutory notice period. (Dkt.
9 No. 121.)

10 **6. *Certification Is Granted and the Settlement Is Approved***

11 After reviewing all of the required factors, the Court finds the Settlement Agreement to be
12 fair, reasonable, and adequate, and certification of the Settlement Class as defined therein to be
13 proper. The following persons are excluded from the Settlement Class: (a) the Settlement
14 Administrator; (b) employees, officers, and directors of YouTube; (c) any judge presiding over the
15 Action and that judge’s immediate family members.

16 The *cy pres* recipient, International Society for Traumatic Stress Studies, is APPROVED.

17 **III. MOTION FOR ATTORNEYS’ FEES, COSTS, AND CLASS REPRESENTATIVE AWARDS**

18 Attorneys’ fees and costs may be awarded in a certified class action under Federal Rule of
19 Civil Procedure 23(h). Such fees must be found “fair, reasonable, and adequate” in order to be
20 approved. Fed. R. Civ. P. 23(e); *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003). To “avoid
21 abdicating its responsibility to review the agreement for the protection of the class, a district court
22 must carefully assess the reasonableness of a fee amount spelled out in a class action settlement
23 agreement.” *Id.* at 963. “[T]he members of the class retain an interest in assuring that the fees to be
24 paid class counsel are not unreasonably high,” since unreasonably high fees are a likely indicator
25 that the class has obtained less monetary or injunctive relief than they might otherwise. *Id.* at 964.

26 Class counsel requests an attorneys’ fee award of \$279,870.30. Based on the detailed time
27 records submitted by counsel, the attorneys’ fees sought amount to approximately 1.3 times the
28 lodestar. Defendants do not oppose the fee request.

1 The Court analyzes an attorneys' fee request based on either the "lodestar" method or a
2 percentage of the total settlement fund made available to the class, including costs, fees, and
3 injunctive relief. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). The Ninth
4 Circuit encourages courts to use another method as a cross-check in order to avoid a "mechanical
5 or formulaic approach that results in an unreasonable reward." *In re Bluetooth*, 654 F.3d at 944–
6 45 (citing *Vizcaino*, 290 F.3d at 1050–51.)

7 Under the lodestar approach, a court multiplies the number of hours reasonably expended
8 by the reasonable hourly rate. *Kelly v. Wengler*, 822 F.3d 1085, 1099 (9th Cir. 2016) ("[A] court
9 calculates the lodestar figure by multiplying the number of hours reasonably expended on a case
10 by a reasonable hourly rate. A reasonable hourly rate is ordinarily the 'prevailing market rate [] in
11 the relevant community.'"). Under the percentage-of-the-fund method, courts in the Ninth Circuit
12 "typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing
13 adequate explanation in the record of any 'special circumstances' justifying a departure." *In re
14 Bluetooth*, 654 F.3d at 942 (citing *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d
15 1301, 1311 (9th Cir. 1990)). The benchmark should be adjusted when the percentage recovery
16 would be "either too small or too large in light of the hours devoted to the case or other relevant
17 factors." *Six (6) Mexican Workers*, 904 F.2d at 1311. When using the percentage-of-recovery
18 method, courts consider a number of factors, including whether class counsel " 'achieved
19 exceptional results for the class,' whether the case was risky for class counsel, whether counsel's
20 performance 'generated benefits beyond the cash settlement fund,' the market rate for the
21 particular field of law (in some circumstances), the burdens class counsel experienced while
22 litigating the case (e.g., cost, duration, foregoing other work), and whether the case was handled
23 on a contingency basis." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 954-55 (9th Cir.
24 2015) (quoting *Vizcaino*, 290 F.3d at 1047-50. "[T]he most critical factor [in determining
25 appropriate attorney's fee awards] is the degree of success obtained." *Hensley v. Eckerhart*, 461
26 U.S. 424, 436 (1983)).

27 Using the percentage-of-the-fund method, the Court finds the attorneys' fees sought to be
28 reasonable. The Court has also considered a cross-check using the lodestar method.

1 The combined lodestar figure for both class counsel firms is 266.5 hours (41 + 225.5
2 hours) at various rates for a total of \$216,650.00. Plaintiff claims hourly rates that are
3 commensurate with their experience and with the legal market in this district. The Court finds that
4 the hours claimed were reasonably incurred and that the rates charged are reasonable and
5 commensurate with those charged by attorneys with similar experience in the market. The Court
6 also finds that Class Counsel represented their clients with skill and diligence and obtained an
7 excellent result for the class, taking into account the possible outcomes and risks of proceeding
8 trial.

9 Here, the parties estimated the total settlement value to be \$932,901.01. The attorneys' fees
10 requested of \$279,870.30 would come to 30% of this total.

11 Based on the foregoing, the Court finds an award of attorneys' fees in the amount of
12 \$279,870.30 to be fair, reasonable, and adequate.

13 **B. Costs Award**

14 Class counsel is entitled to reimbursement of reasonable out-of-pocket expenses. Fed. R.
15 Civ. P. 23(h); *see Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (holding that attorneys may
16 recover reasonable expenses that would typically be billed to paying clients in non-contingency
17 matters). Costs compensable under Rule 23(h) include “nontaxable costs that are authorized by
18 law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Here, class counsel seeks reimbursement
19 for litigation expenses, and provides records documenting those expenses, in the amount of
20 \$32,524.00. The Court finds this amount reasonable, fair, and adequate.

21 **C. Incentive Award**

22 The Court previously granted final approval for class representative Doe for the requested
23 incentive award of \$20,000. (Dkt. No. 81 at 10.) This order does not alter its prior ruling regarding
24 the incentive award, nor does it add any additional amount to the incentive award.

25 **IV. CONCLUSION**

26 Based upon the foregoing, the motion for final approval of class settlement is **GRANTED**.
27 The motion for attorneys' fees, costs, and service awards is **GRANTED IN PART** as follows: Class
28 Counsel is awarded \$279,870.30 in attorneys' fees and \$32,524.00 in litigation costs.

1 Without affecting the finality of this order in any way, the Court retains jurisdiction of all
2 matters relating to the interpretation, administration, implementation, effectuation and enforcement
3 of this order and the Settlement.

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that final judgment is **ENTERED** in
5 accordance with the terms of the Settlement, the Order Granting Preliminary Approval of Class
6 Action Settlement filed on September 18, and this order. This document constitutes a final judgment
7 (and a separate document constituting the judgment) for purposes of Rule 58, Federal Rules of Civil
8 Procedure.

9 The parties shall file a post-distribution accounting in accordance with this District's
10 Procedural Guidance for Class Action Settlements no later than **May 30, 2025**. The Court **SETS** a
11 compliance deadline on **June 6, 2025**, on the Court's 9:01 a.m. calendar to verify timely filing of the
12 post-distribution accounting.

13 **IT IS SO ORDERED.**

14 This terminates Docket No. 114.

15 Dated: December 30, 2024



YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT COURT JUDGE